

Northwest Iowa CC

Area IV CC EA 7/1/2006 6/30/2009

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**NORTHWEST IOWA COMMUNITY COLLEGE**

**AND**

**AREA IV**

**COMMUNITY COLLEGE EDUCATION ASSOCIATION**

**FY 2007 – FY 2009**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGES</u>
	PREAMBLE	i
I	RECOGNITION	1
II	WORK YEAR	1, 2
III	TRANSFERS	2
IV	RETRENCHMENT	3
V	LEAVES OF ABSENCE	4, 5, 6, 7
VI	SALARY	7, 8, 9
VII	SUPPLEMENTAL PAY	9
VIII	INSURANCE	9, 10
IX	DUES DEDUCTION	11
X	IN-SERVICE	11
XI	HEALTH AND SAFETY	12
XII	INSTRUCTION OVER THE FIBER OPTIC SYSTEM	12
XIII	INTERNET INSTRUCTION	12, 13
XIV	CONDENSED CREDIT COURSES	13
XV	GRIEVANCE PROCEDURE	14, 15
XVI	EVALUATION	15, 16
XVII	DURATION	16

## **PREAMBLE**

The Area IV Community College Education Association and the Board of Trustees of the Area IV Merged Area School enter into this master contract in accordance with the Iowa Public Employment Relations Act of 1974.

The parties hereby agree to the following:

## ARTICLE I - RECOGNITION

The Northwest Iowa Community College is recognized as the public employer.

The Area IV Community College Education Association is recognized as the sole and exclusive bargaining agent under the P.E.R.B. Certification of October 20, 1985. The unit as described in the above certification is as follows:

Included: All presently employed annually contracted professional personnel filling the following positions: (1) Instructors, (2) Media Technician, (3) Librarian, and (4) Learning Center Instructor. Excluded: Division deans, part-time professional personnel not having an annual contract, all personnel not specifically included above and all such other positions excluded under Section 4 of the Act.

### Definitions:

1. The term Board or Employer as used in this agreement shall mean the Board of Trustees of Northwest Iowa Community College (Merged Area IV) or its duly authorized representative.
2. The term Employee, as used in this agreement, shall mean all professional employees in the bargaining unit as certified by the Public Employment Relations Board.
3. The term Association, as used in this agreement, shall mean the Area IV Community College Education Association or its duly authorized representatives.

## ARTICLE II - WORK YEAR

Employees on a daily rate contract are those whose contract is based on the academic and work year calendar. (See Appendix A) Those contracts shall be for 172 day employees and 216 day employees. These contracts shall include the inservice day before each semester and term.

Extended Contract Employees who have 172 day contracts, and who are requested to extend by the college, shall be notified 45 calendar days before the end of the term prior to extension. The

employee shall have the right of first refusal on the position and shall have seven (7) calendar days to accept the extension, after which the college may offer the position to another person. A 172 day employee who is extended to 216 days shall be entitled to the same compensation and contract benefits as a 216 day employee.

The academic and work year shall be the attached calendar (See Appendix A) and shall be provided to the Association by December 1 of the year preceding the academic and work year. It shall contain the workdays to be assigned for the work year. The Media Technician, Librarian, and Learning Center Instructor may request an adjustment of the working days to the academic calendar with the approval of their supervisor.

### ARTICLE III - TRANSFERS

Vacancies will be posted by the Human Resources Office. An employee who desires to be considered for a vacancy shall file a written request with the Human Resources Office. Such requests will be considered along with other applicants. The Board retains the right to fill any vacancy at its discretion.

An involuntary transfer shall be made at the discretion of the Board after considering the qualifications of the employees. A meeting between the employer and the employee to be transferred shall be held to explain the circumstances of the transfer at least ten (10) working days before such transfer is made, except in case of an emergency. The employer will give the employee a written statement of the reason(s) for the transfer.

#### ARTICLE IV - RETRENCHMENT

The Board shall determine the employee(s) within the designated area of instruction to be reduced based upon qualifications (educational background, work experience, teaching experience and/or endorsements), competency and seniority. However, a part-time employee will not be retained over a full-time employee unless that part-time employee is necessary to provide the educational service to the College.

Any employee who is to be terminated shall be notified of the decision by April 15. Such termination will be effective at the end of the employee's individual contract with the College.

Any employee terminated under this procedure shall be considered for reemployment for a period not to exceed one year to the position he/she held at termination or to a position which he/she previously performed at the College, by submitting written notice to the Human Resources Office. After applications for vacancies are filed and all qualifications are determined equal, the terminated employee will be rehired.

Written notice by registered letter of reemployment will be sent to the employee's last known address. The employee will have ten (10) days from receipt of notice or from the date of attempted service, whichever is earlier, to advise the President in writing of his/her intention to accept the position. Failure to respond will terminate any future rights under the article.

Any employee who has been terminated under the provisions of this article, and who is reemployed within a twelve-month period from the date of termination shall be entitled to any rights or benefits provided in this agreement. Sick leave accumulations shall be reactivated at the level the employee had earned at time of termination.

## ARTICLE V - LEAVES OF ABSENCE

### Sick Leave

Sick leave for the personal illness or injury of an employee shall be credited annually to members covered under this agreement on the following basis:

1st year of employment	10 days
2nd year	11
3rd year	12
4th year	13
5th year	14
6th year and 7th year	15
8th year and above	20

The above amounts shall be granted for consecutive years of employment in the Northwest Iowa Community College.

Unused sick leave shall be cumulative from year to year to a maximum of one hundred twenty (120) days.

If the Board requests, the employee will submit evidence confirming the reason for any absence.

Absence due to injury or illness incurred in the course of employment and for which Worker's Compensation is paid shall be charged to sick leave only to the extent that the employee's sick leave pay exceeds the amount paid in Worker's Compensation. In such event, Worker's Compensation will be refunded to the Board.

New employees who have accumulated sick leave in another school system may transfer up to fifteen (15) days of such leave upon presentation of a certified statement of unused sick leave from the previous employer.

Employees shall be given a written accounting of their accumulated sick leave days by September 1 of each year.

### Illness in the Immediate Family

In case of serious illness of a member of the employee's family, leave of absence with full pay shall be granted upon request for up to five (5) days per year. Such absences will not be charged against personal leave or sick leave.



Serious illness shall be when the family member is confined to a hospital including for childbirth or accident, or is treated on an outpatient basis for a procedure which the family member could have been confined to a hospital, or as otherwise determined by the President.

Immediate family shall be interpreted as spouse, child, son-in-law, parents, parents-in-law, daughter-in-law, brother, sister, grandfather, grandmother, spouse's grandparents, grandchild and any other member of the immediate household.

#### Personal Leave

A full-time nine-month employee may be granted up to two (2) days per year upon approval of the Immediate Supervisor. A full-time, twelve-month employee may be granted up to three (3) days per year upon approval of the Immediate Supervisor. Requests for such leave must be submitted at least seven (7) calendar days in advance of the date desired. Requests for such leave in conjunction with holidays and breaks will be considered by the immediate supervisor, while ensuring that the educational process is not disrupted. Denials of these requests may be appealed to the president with his/her decision being final and not grievable.

#### Jury Duty and Court Appearance

An employee who is selected for and/or serves on a jury or is requested by the Board to appear as a witness in its behalf shall be granted time off with pay. The employee will remit to the Board any monies received for such service.

#### Professional Leave

Attendance at educational meetings or visiting other colleges is permitted with pay and expenses if such absence and expenses are approved in advance by the Immediate Supervisor. Requests for such leave shall be submitted at least seven (7) days in advance of the date of the requested leave date.

#### Bereavement

In case of death in the immediate family (spouse, child, parent, brother, sister, grandparents, spouse's grandparents, grandchild, mother-in-law, father-in-law, brother/sister-in-law, son-in-law, daughter-in-law), an employee may be granted up to a total of five (5) days annually with full pay to

attend the funeral and other details. In the event of a second death in the same contract year, the total days may be extended to six (6).

Up to two (2) days annually may be granted with full pay to attend the funeral of a close friend or other relative. It is contemplated that the time off would be to attend funeral services only.

The employee requesting and receiving such a leave will make a reasonable effort to contact his/her Division Dean or another responsible person to make satisfactory arrangement for adequate coverage of classes to be missed because of the leave.

#### Extended Professional

An employee with three (3) or more years of continuous service at the College, may apply for a leave of absence without pay up to one year to attend an accredited college or to attain job related work experience. Approval for such leave is at the discretion of the Board.

An employee who desires to be considered for such a leave shall notify the Board by March 1 of the year prior to such leave.

#### Association Leave

The Association shall be granted one (1) day of leave for two (2) people or two (2) days for one (1) person to attend the Iowa State Education Association (ISEA) Delegate Assembly. Ten (10) calendar days prior written request shall be made for the leave when utilized.

#### Other Leaves

Employees may be granted other leaves of absence, with or without pay, upon approval of the President. Such leave will be applied toward the aforementioned leave policies, where applicable. Leaves granted under this section will not be subject to the grievance procedure.

#### General Provisions

The employee will try to keep the appropriate supervisor informed as to his/her status under any of the above leaves and if he/she cannot reach an appropriate supervisor he/she will inform an appropriate member of his/her department.

Failure to provide such information shall mean that any extended leave beyond the approved leave shall be without pay.

An employee may appeal to the President any leave request, which is denied by an immediate supervisor.

#### ARTICLE VI – SALARY

All full-time (12 month) employees\* covered by this agreement who were employed during the 2005-2006 contract year shall receive a two thousand (2,000) dollar salary increase effective July 1, 2006; all full-time (12 month) employees\* covered by this agreement who were employed during the 2006-2007 contract year shall receive a two thousand one hundred fifty (2,150) dollar salary increase effective July 1, 2007; and all full-time (12 month) employees\* covered by this agreement who were employed during the 2007-2008 contract year shall receive a two thousand three hundred (2,300) dollar salary increase effective July 1, 2008. Also, all employees who have completed at least one (1) full contract (July 1 to July 1 or September 1 to June 1) will be paid as follows: \$50 additional after the first year, \$100 additional after the second year, \$200 additional after the third year, and \$250 additional after the fourth year and all subsequent years for all employees as a continuation premium.

\*172 day employees will receive a pro rata of 172 /216ths of the two thousand (2,000) dollar salary increase in FY'07, the two thousand one hundred fifty (2,150) dollar increase in FY'08, and the two thousand three hundred (2,300) dollar increase in FY'09.

### Initial Professional Development under the Quality Faculty Plan

When an employee completes 6 semester credit hours that apply toward his/her initial professional development requirement, he/she will receive a one-time salary adjustment of \$300, regardless of the degree held.

Salary adjustments for such credits will be made on July 1 of each year if verification of earned credits is received from the employee not later than October 1. Credits earned are not eligible for reimbursement for the years prior to the date when credits are verified with Human Resources. The one-time salary adjustment amount shall continue to be paid annually at the amount originally earned for as long as an employee is a full-time employee of the college.

NOTE: Any initial professional development credits earned for which the college granted time off with pay, paid tuition, or paid expenses cannot be used for salary adjustment.

### Educational Recognition

When an employee completes 6 semester credits that apply toward educational recognition, he/she will receive a one-time salary adjustment. The one-time salary adjustment shall be \$500.00. The one-time salary adjustment amount shall continue to be paid annually at the amount originally earned for as long as an employee is a full-time employee of the college.

The following procedures shall apply to educational recognition credits:

1. A degree plan, which includes degree sought, area of studies, course titles, and credit hours, must be approved in advance by the Human Resources Office.
2. One hundred twenty-eight (128) semester hours of credit will be recognized for reimbursement towards a Bachelor's degree, 36 semester hours of credit will be recognized for reimbursement towards a Master's degree and 36 semester hours of credit will be recognized for reimbursement towards a Doctorate degree.
3. Reimbursement for college credits shall apply only to those situations when a degree sought is beyond that which is held and that applies to his/her area of expertise.
4. Salary adjustments for educational credits will be made on July 1 if verification of earned credits is received from the employee not later than October 1 of satisfactorily completed semester credit (grade C or better for undergraduate, B or better for Master's degree and Doctorate degree work).

5. Credits used by an instructor to obtain post-secondary teacher licensure cannot be used for educational recognition salary adjustment.

NOTE: Any educational recognition credits earned for which the college granted time off with pay, paid tuition, or paid expenses cannot be used for salary adjustment.

#### ARTICLE VII – SUPPLEMENTAL PAY

The Board shall have the authority to assign an employee to a designated extra-curricular activity. The Board shall establish the rate for such job and discuss same with the Association President.

Employees who are authorized to use their personal automobiles in the performance of college business shall be compensated at IRS rate per mile. No mileage will be paid for commuting to and from work.

When an instructor teaches more than six (6) contact hours per day, he/she will be paid thirty-five (35) dollars per hour for such assignments. The decision as to whether this section will be implemented will be at the discretion of the President.

The maximum academic work load for all full time instructors shall average sixteen credit hours between both fall and spring semesters of an academic year and shall be eight credit hours for the summer term. Overload will be paid at either seven hundred fifteen (715) dollars per credit hour above 16/8 or current supplemental pay rate per hour, whichever is higher. Overload for individualized instruction of multiple courses in the Welding and Machining programs will be mutually agreed upon by the Division Dean, Instructor, and Association President and will be reviewed each semester/term.

#### ARTICLE VIII – INSURANCE

The Board shall purchase comprehensive pre-authorization medical and life insurance programs for all full-time certified employees for the 2006-07, 2007-08, and 2008-09 college years. The Board shall provide an equitable medical insurance policy (\$100/\$200 deductible, \$500/\$1,000 maximum out-of-pocket, and \$10 copay) for the duration of this three-year contract.

The Board shall provide long-term disability insurance. The total cost of the long-term disability program is paid by the employee through payroll deduction.

The Board shall contribute up to \$4,798.44 per year for single coverage or up to \$11,996.28 per year for the dependent coverage in the group health insurance program for FY'07.

The Board shall contribute the premium cost of the life insurance equal to \$75,000 or 2 x salary, whichever is greater.

The Board shall purchase a dental insurance program for the 2006-2007, 2007-2008, and 2008-2009 college years for all full-time certified employees. The Board shall contribute \$294.36 per year toward the cost of a single employee premium or \$883.44 per year toward the cost of the dependent premium for FY'07. The Board shall provide dental insurance with a dental maximum payment limit of one thousand dollars (\$1,000.00) each calendar year.

The Board provided insurance programs shall be for a thirty-six month period from July 1, 2006, to midnight June 30, 2009. Insurance for a new employee will be effective the first of the month following his/her month of employment.

The Board shall provide each new employee a description of the insurance program upon his/her employment. Changes in insurance will be provided to the employees as soon as it is made available by the insurance company.

An employee on an approved leave of absence shall have the right to continue the group insurance benefits at his/her own expense. An employee on an approved sick leave shall have the right to continue group insurance benefits at his/her own expense after the exhaustion of any accrued sick leave days.

Employees shall be covered by liability insurance for protection while in the proper performance of assigned duties.

## ARTICLE IX - DUES DEDUCTION

Upon written authorization by an employee, the Board will deduct Association membership dues from his/her monthly salary. Authorization forms for such dues must be renewed annually in July.

The Board will deduct the amount authorized in the number of equal payments determined by the member. Such amount shall be remitted monthly to the designated representative.

No liability shall accrue to the Board collectively or individually or to any administration official for any action taken or not taken with regard to information furnished under this section.

## ARTICLE X - IN-SERVICE

The employer may provide in-service activities it deems beneficial to the faculty. The employer will accept recommendations as to possible programs for in-service training.

## ARTICLE XI - HEALTH AND SAFETY

The employer will endeavor to maintain safe working conditions. Employees will be alert to unsafe working conditions and will report same to the employer.

Employees will not be required to work under unsafe conditions. Unsafe shall mean danger to health and not uncomfortable or inconvenient conditions.

The employer shall provide up to fifty (50) dollars toward initial purchase of safety glasses. This provision shall apply only to employees performing in assigned duties that require safety glasses. The employer shall pay up to eighty (80) dollars for replacement of safety glasses damaged due to an accident while the employee is performing assigned duties.

The employer shall provide required safety equipment as designated by the state safety laws.

Any physical examination required by the Board after initial employment shall be paid by the Board. The Board shall have the right to specify the doctor and the extent of the physical.

## ARTICLE XII – INSTRUCTION OVER THE FIBER OPTIC SYSTEM

Any full time instructor will be paid a one-time training stipend of \$50 per credit hour the first time he/she teaches on the State fiber optic system.

Any full time instructor teaching a course over the State fiber optic system will be paid a coordination fee of \$25 per credit hour for each course taught over the State fiber optic system.

## ARTICLE XIII – INTERNET INSTRUCTION

Any full time instructor teaching an Internet course will be compensated an additional amount for each student above the 28 student maximum (per course section) for which the college receives full reimbursement from the e-college consortium. That additional salary will be at a rate of 1/3 of the



student Internet tuition that is transferred between community college members of the e-college consortium. Exceeding the 28-student maximum will occur only if the instructor for the course agrees. If the consortium changes the 28-student maximum, the Area IV Community College Education Association and the Board of Trustees will re-examine this issue.

A full time instructor will be paid \$300 per credit hour to develop a new Internet course. Development includes posting the course within the e-college framework. The course will remain the property of the College.

When a full time instructor begins teaching an Internet course developed by another faculty member at NCC or at any other institution participating in the e-college consortium, the instructor delivering the course shall be paid a one-time \$100 per credit hour fee per course for the updating and revision necessary for personalization of instruction and posting within the e-college framework. After an instructor has revised a course originally developed by another instructor, any further revisions will be reimbursed as outlined in the following paragraph.

A full time instructor who has been offered and agrees to teach a section of an Internet course he/she have previously taught will be paid \$35 per credit hour to update that course. This payment will be made as soon as the instructor begins teaching the updated course and is only payable once per year per course.

#### ARTICLE XIV – CONDENSED CREDIT COURSES

Full time faculty will be paid \$715 per credit for college transfer courses, including 7x7, taught outside of a regularly scheduled term (i.e., fall semester, spring semester, summer session).

## ARTICLE XV - GRIEVANCE PROCEDURE

### Definition

A grievance shall be a timely filed alleged violation of a specific article or section of this agreement. A grievance shall be filed by the aggrieved employee (grievant) or the Grievance Chairperson of the Association.

### Purpose

The purpose of this procedure is to secure, at the lowest possible management level, equitable solutions to problems affecting employees, which may arise.

### Procedure

Step 1 -- Within ten (10) college days of the occurrence of the alleged violation, the grievant must orally present the complaint to his/her Division Dean in an effort to resolve the matter informally. After such a meeting, both parties will sign a memorandum as to the time and subject matter. Each party will sign and keep a copy of the memorandum.

Step 2 -- If, as a result of the informal discussion, a grievance still exists, the grievant may file a written grievance on the form in Appendix B, within five (5) college days after the informal discussion in Step 1 by submitting the same to the Vice President. The Vice President of Instructional Services shall advise the grievant of his/her disposition in writing within five (5) college days of receipt of such grievance.

Step 3 -- If the grievant is not satisfied with the disposition in Step 2 he/she may submit the written grievance to the President within five (5) college days after the answer in Step 2. The President shall submit his/her written answer to the grievant within fifteen (15) college days of receipt of such grievance.

Step 4 -- If the grievant is not satisfied with the disposition of Step 3, he/she shall notify the Board within fifteen (15) college days after the answer in Step 3, that the grievance will be submitted to arbitration. Simultaneously the party requesting arbitration shall notify the American Arbitration

Association requesting the appointment of an arbitrator. Selection of the arbitrator shall be in accordance with the American Arbitration Association procedures. The arbitrator shall not amend, modify, nullify, or add to the provisions of this agreement. The arbitrator's decision will be final and binding upon both parties, unless he/she has exceeded the authority as listed above. The entire cost of the arbitrator's services shall be borne equally by the parties. Other expenses shall be paid by the party incurring same.

#### General Provisions

1. The number of days indicated at each level should be considered as a maximum. The time limits specified may be extended by mutual agreement.
2. Any meetings relative to this procedure will be held outside normal class or assigned duty hours.
3. An answered grievance not processed within time limits, at any step of the procedure, shall be considered resolved on the basis of the response given in the preceding step.
4. If the employer does not answer the grievance within the time limits, it will automatically proceed to the next step.
5. A grievant, at his/her option, may elect to be represented at Step 2 and above.
6. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file.
7. All meetings and hearings under this procedure shall be conducted privately and shall include the grievant, witnesses, and designated representatives.

#### ARTICLE XVI - EVALUATION

Within the first four weeks of employment the employee will be informed as to the evaluation procedure.

All employees covered by this agreement shall have an annual evaluation conference at which time the employee's supervisor will review his/her performance. Any deficiencies noted by the supervisor shall include suggestions for ways to improve same.

The employee will receive a copy of the summary of the conference. A copy of this document will be placed in his/her personnel file. Both parties will sign the document.

The employee shall have the right to file his/her response to the annual evaluation and have it placed in his/her personnel file. Such response will be filed within fifteen (15) working days of the conference.

During the year the employee will be given a written copy of any material placed in his/her personnel file, both positive and negative. The supervisor and employee shall meet to discuss the contents of such document(s). The supervisor shall suggest, in writing, methods for improving any deficiencies noted in a document. The employee shall be entitled to respond to such document and have it placed in his/her personnel file within fifteen (15) working days.

An employee, who has satisfactorily completed his/her probationary period, may grieve an overall unsatisfactory evaluation.

Evaluation surveys will not be placed in the employee personnel file and may not be used as evidence in termination proceedings.

#### ARTICLE XVII - DURATION

This agreement shall become effective July 1, 2006, and continue in effect upon midnight on June 30, 2009.

##### FOR THE BOARD

Loretta Berklund, MD  
President

Althea Stubbs  
Chief Negotiator

Dated April 18, 2006

##### FOR THE ASSOCIATION

Scott Meinke  
President

Arny Jurens  
Chief Negotiator

# Northwest Iowa Community College

## 2006-2007 Faculty Work Calendar

APPENDIX A

### *July*

2006

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28]	29
30	31					

### *August*

2006

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	<del>21</del>	<del>22</del>	[23	24	25	26
27	28	29	30	31		

### *September*

2006

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

### *October*

2006

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	<del>9</del> «	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

### *November*

2006

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	[23	24]	25
26	27	28	29	30		

### *December*

2006

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22]	23
24	25	26	27	28	29	30
31						

### *January*

2007

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	<del>8</del>	<del>9</del>	[10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

### *February*

2007

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

### *March*

2007

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	[9	10
11	12	13	14	15	16]	17
18	<del>19</del> «	20	21	22	23	24
25	26	27	28	29	30	31

### *April*

2007

S	M	T	W	T	F	S
1	2	3	4	5	[6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

### *May*

2007

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	(18)]	19
20	21	22	23	24	25	26
27	28	<del>29</del>	[30	31		

### *June*

2007

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

### *July*

2007

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	(27)]	28
29	30	31				

### LEGEND

- [ Semester Begins
- ] Semester Ends
- ( ) Graduation
- / Instructional Work Day/Inserv.
- Non Work Day within terms
- « Evening classes will be held

**NORTHWEST IOWA COMMUNITY COLLEGE  
SHELDON, IOWA**

**GRIEVANCE FORM**

NAME \_\_\_\_\_ Building \_\_\_\_\_

DATE OF ALLEGED VIOLATION \_\_\_\_\_

NATURE OF GRIEVANCE (Include Article and Section) \_\_\_\_\_

---

---

---

---

RELIEF SOUGHT \_\_\_\_\_

---

---

---

---

Date Submitted \_\_\_\_\_ Grievant \_\_\_\_\_

**STEP I**

Discussion with Division Dean held on \_\_\_\_\_

Date

Time

(Memorandum attached to this form.)

---

---

---

---

STEP II

Date Submitted to Vice President \_\_\_\_\_

ANSWER \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_ Vice President \_\_\_\_\_

Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Grievant's Signature

STEP III

Date Submitted to President \_\_\_\_\_

ANSWER \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_ President \_\_\_\_\_

Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Grievant's Signature

STEP IV

Date Board Notified of Submission to Arbitration \_\_\_\_\_

Date Submitted to Arbitrator \_\_\_\_\_

DECISION BY ARBITRATOR \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Decision \_\_\_\_\_

12/7/95

**ADDENDUM TO THE  
COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
NORTHWEST IOWA COMMUNITY COLLEGE  
AND  
AREA IV COMMUNITY COLLEGE EDUCATION ASSOCIATION  
FY 2007 – FY 2009**

**ARTICLE XII – INSTRUCTION OVER THE FIBER OPTIC SYSTEM**

*Add the following paragraphs...*

Any full-time instructor teaching a hybrid course\* over the State fiber optic system will be paid a proportion of the coordination fee of \$25 per credit hour for each course taught over the State fiber optic system. The proportion will be based on the percent of the course which is delivered over the fiber optic system.

\* A hybrid course is defined as a course in which at least 25% but no more than 75% of the course content is delivered online with the remaining portion delivered on-ground (face-to-face or over the ICN).

**ARTICLE XIII – INTERNET INSTRUCTION**

*Add the following paragraphs...*

A full-time instructor who has been offered and agrees to develop or teach a hybrid course\* will be paid as follows:

A full time instructor will be paid a proportion of the \$300 per credit hour development fee to develop a new hybrid course. The proportion will be based on the percent of the course which is delivered online. Development includes posting within the e-college framework. The course will remain the property of the College.

When a full time instructor begins teaching a hybrid course previously developed as an online course, the instructor will be paid a one time \$50 per credit hour fee for the conversion of the content and curriculum into the hybrid course shell. After an instructor has revised a course developed for online into a hybrid course, no further reimbursement will be paid regardless of changes to the proportion of online material in the hybrid course.



When a full time instructor develops an online course from a course previously developed as a hybrid course, the remaining portion of the \$300 per credit hour fee shall be paid to the instructor.

\* A hybrid course is defined as a course in which at least 25% but no more than 75% of the course content is delivered online with the remaining portion delivered on-ground (face-to-face or over the ICN).

This addendum to the agreement shall become effective July 1, 2006, and continue in effect upon midnight on June 30, 2009.

FOR THE BOARD

Loretta Berkland, Ed.  
President

Deborah Stuber  
Chief Negotiator

Dated May 15, 2006

FOR THE ASSOCIATION

Arto Meinck  
President

Amey Juvans  
Chief Negotiator